

IN RE: PETITIONS FOR SPECIAL HEARING & * BEFORE THE
ZONING VARIANCE
SW/S Painters Mill Rd. at McDonogh* ZONING COMMISSIONER
Road (Owings Choice)
(formerly Chase @ Foxridge, Sec. C1 * OF BALTIMORE COUNTY
2nd Election District
2nd Councilmanic District * Case No. 95-130-SPHA
Owings Choice Homeowners'
Assoc., Inc. et al, Petitioner *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner on Petitions for Special Hearing and Variance for the property located at the intersection of Painters Mill Road and McDonogh, known as the Owings Choice Subdivision (formerly known as Chase at Foxridge, Section C-1). Special Hearing relief is requested to approve an amendment of the First Amended Partial Development Plan of Owings Choice, as well as confirmation that the proposed signs comply with Section 102.5 of the Baltimore County Zoning Regulations (BCZR). As to the variance, relief is requested from Section 413.1.E.1 of the BCZR to permit two single faced informational (community name) signs of 150 sq. ft. (22 sq. ft. of sign area and 128 sq. ft. of wall area) each in lieu of the permitted 15 sq. ft. The Petition is filed by the Owings Choice Homeowners' Association, Inc., and the Owings Choice Condominium Association, Inc., through Patrick J. Barrett, President of MRA Property Management, Inc. All of the subject property and requested relief are more particularly shown on Petitioner's Exhibit No. 1, the plat to accompany the Petitions for Special Hearing and Zoning Variance, and to amend the Final Development Plan and Petitioner's Exhibit No. 2, the Second Amended Partial Development Plan for the aforementioned subdivision.

Appearing at the requisite public hearing held for this case was the aforementioned Patrick J. Barrett, on behalf of the Petitioner. Also appearing was Tim Madden, who prepared the site plan. The Petitioner was

DATE 11/18/90
BY M. D. B. B.

MICROFILMED

represented by Paige Wingert, Esquire.

Uncontradicted testimony and evidence presented was that the subject community is a townhouse community of condominiums and in fee townhomes. The community is located adjacent to the intersection of Painters Mill Road and McDonogh Road in the Owings Mills section of Baltimore County. The Petitioner proposes construction of two wall signs at the entrance of the community, as depicted on Petitioner's Exhibit No. 1. Under the zoning regulations, the entire area of both the wall and sign are counted in computing the square footage of the signs. When including the wall, the signs are significantly larger than permitted under the BCZR.

Additional proffered testimony and evidence presented was that the signs would be attractive and would provide information and direction into the community. The proposed signs, as depicted on the site plan, are indeed compatible with the area and attractive. In fact, the Zoning Plans Advisory Committee (ZAC) comment was received from the Office of Planning and Zoning (OPZ) supporting the variance. Andrea VanArsdale, Chief of the Strategic Planning Division of OPZ, recommends approval.


Based upon the testimony and evidence offered, all of which is uncontradicted, I am persuaded that the Petitions for Special Hearing and Zoning Variance should be granted. Clearly, the signs are consistent with the spirit and intent of the regulations. The actual area of the sign face is quite small and will not overwhelm the landscape. The brick facade of the signs is entirely compatible with the character of the community. Moreover, the grant of the relief requested will not be detrimental to the health, safety and general welfare of the community in any manner. I am satisfied that the Petitioner has met the burden set forth in Sections 307 and 502.1 of the BCZR.

Pursuant to the advertisement, posting of the property, and public hearing on these Petitions held, and for the reasons given above, the relief requested should be granted.

THEREFORE, IT IS ORDERED by the Zoning Commissioner of Baltimore County this 18th day of November, 1994, that, pursuant to the Petition for Special Hearing, approval to amend the First Amended Partial Development Plan of Owings Choice, as well as confirmation that the proposed signs comply with Section 102.5 of the Baltimore County Zoning Regulations (BCZR), be and is hereby GRANTED: and,

IT IS FURTHER ORDERED that a variance from Section 413.1.E.1 of the BCZR to permit two single faced informational (community name) signs of 150 sq. ft. (22 sq. ft. of sign area and 128 sq. ft. of wall area) each, in lieu of the permitted 15 sq. ft., be and is hereby GRANTED, subject, however, to the following restriction which are conditions precedent to the relief granted herein:

1. The Petitioner is hereby made aware that proceeding at this time is at its own risk until such time as the 30 day appellate process from this Order has expired. If, for whatever reason, this Order is reversed, the Petitioner would be required to return, and be responsible for returning, said property to its original condition.


LAWRENCE E. SCHMIDT
Zoning Commissioner for
Baltimore County

LES:mmn

ORDER RECEIVED FOR FILING
11/18/94
M. Gorch

Baltimore County Government
Zoning Commissioner
Office of Planning and Zoning



Suite 112 Courthouse
400 Washington Avenue
Towson, MD 21204

(410) 887-4386

November 15, 1994

Paige Wingert, Esquire
Robert A. Hoffman, Esquire
Venable, Baetjer and Howard
210 W. Allegheny Avenue
Towson, Maryland 21204

RE: Petitions for Special Hearing and Variance
Case No. 95-130-SPHA
Owings Choice Homeowners' Association, et al, Petitioners

Gentlemen:

Enclosed please find the decision rendered in the above captioned case. The Petitions for Special Hearing and Variance have been granted, with restriction, in accordance with the attached Order.

In the event the decision rendered is unfavorable to any party, please be advised that any party may file an appeal within thirty (30) days of the date of the Order to the County Board of Appeals. If you require additional information concerning filing an appeal, please feel free to contact our Appeals Clerk at 887-3391.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Lawrence E. Schmidt".

Lawrence E. Schmidt
Zoning Commissioner

LES:mmn

att.

cc: Mr. Patrick J. Barrett, President,
MRA Property Management, Inc.

MICROFILMED





Petition for Special Hearing

95-130-SPHA

to the Zoning Commissioner of Baltimore County

for the property located at Painters Mill Rd. at McDonogh Rd.
Owings Choice (formerly Chase at Foxridge
Sec. C-1)

which is presently zoned DR5.5 & DR16

This Petition shall be filed with the Office of Zoning Administration & Development Management.
The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve an amendment of the First Amended Partial Development Plan of Owings Choice (formerly The Chase at Foxridge: Section 1, Parcel C-1) and confirm that the proposed signs comply with Section 102.5 BCZR.

Property is to be posted and advertised as prescribed by Zoning Regulations.
I, or we, agree to pay expenses of above Special Hearing advertising, posting, etc., upon filing of this petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law for Baltimore County.

Contract Purchaser/Lessee

(Type or Print Name)

Signature

Address

City State Zipcode

Attorney for Petitioner:

Robert A. Hoffman

(Type or Print Name)

Signature Venette, Baetjer & Howard

210 Allegheny Avenue 494-6200

Address Phone No.
Towson, Maryland 21204

City State Zipcode

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Legal Owner(s):

Owings Choice Homeowners' Association, Inc.

Owings Choice Condominium Association, Inc.

(Type or Print Name)

By: [Signature]

Signature Patrick J. Barrett, President

MRA Property Management, Inc., Authorized Agent

Signature

139 N. Main Street, Suite 302

Address Phone No.

Bel Air, MD 21014 879-0680

City State Zipcode

Name, Address and phone number of representative to be contacted.

Robert A. Hoffman

Name 210 Allegheny Avenue

Towson, Maryland 21204 494-6200

Address Phone No.

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING 1 hr.
unavailable for hearing

the following dates _____ Next Two Months

ALL / OTHER _____

REVIEWED BY: mk DATE 10/6/84

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Petition for Variance

95-138-S PHA

to the Zoning Commissioner of Baltimore County

for the property located at

Painters Mill Rd. at McDonogh Rd. (Owings Choice)
(Owings Choice) (formerly Chase at Foxridge, Sec.C-5)

which is presently zoned DR5.5 & DR 16

This Petition shall be filed with the Office of Zoning Administration & Development Management.

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from Section(s)

413.1.E.1 to permit two single-faced informational (community name) signs of 150 square feet (22 square feet of sign area and 128 square feet of wall area) each in lieu of the permitted 15 square feet.

of the Zoning Regulations of Baltimore County, to the Zoning Law of Baltimore County; for the following reasons: (indicate hardship or practical difficulty)

To be determined at hearing.

Property is to be posted and advertised as prescribed by Zoning Regulations.

I, or we, agree to pay expenses of above Variance advertising, posting, etc., upon filing of this petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law for Baltimore County.

Contract Purchaser/Lessee:

(Type or Print Name)

Signature

Address

City State Zipcode

Agency for Petitioner

Robert A. Hoffman

(Type or Print Name)

Signature

Venable, Baetjer and Howard
210 Allegheny Avenue 494-6200

Address

Towson, Maryland 21204

City State Zipcode

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition

Legal Owner(s):

Owings Choice Homeowners' Association, Inc.

Owings Choice Condominium Association, Inc.

(Type or Print Name)

By:

Signature

Patrick J. Barrett, President

MRA Property Management, Inc., Authorized

(Type or Print Name)

Agent

Signature

139 N. Main Street, Suite 302

Address

Bel Air, MD 21014 879-0680

City

State

Zipcode

Name, Address and phone number of legal owner, contract purchaser or representative to be contacted

Robert A. Hoffman

210 Allegheny Avenue

Towson, Maryland 21204 494-6200

Address

Phone No

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING

unavailable for Hearing

the following dates

Next Two Months

ALL OTHER

REVIEWED BY:

DATE

10/6/99

**ZONING DESCRIPTION FOR THE OWINGS CHOICE SUBDIVISION
(FORMERLY THE CHASE AT FOXRIDGE - SECTION 1, PARCEL C-1)
ELECTION DISTRICT: 2 COUNCILMANIC DISTRICT: 2**

BEGINNING AT A POINT ON THE WEST SIDE OF PAINTERS MILL ROAD, WHICH RIGHT OF WAY VARIES IN WIDTH, BUT IS 95'± WIDE AT A DISTANCE OF 90'± NORTH OF THE CENTERLINE OF THE NEAREST IMPROVED INTERSECTING STREET, McDONOUGH ROAD, WHICH IS 100'± WIDE AT ITS RIGHT OF WAY.

AS RECORDED IN DEED LIBER 7425, FOLIO 759:

N 81° 58' 59" W	969.52'	
S 02° 30' 59" E	275.26'	
S 85° 45' 27" W	473.59'	
N 08° 40' 21" W	245.56'	
N 07° 42' 29" E	141.21'	
N 21° 10' 19" W	198.11'	
N 30° 52' 42" W	111.58'	
N 09° 22' 42" W	396.08'	
N 82° 54' 28" E	417.98'	
N 86° 06' 28" E	275.50'	
S 88° 13' 28" E	562.48'	
S 22° 10' 35" E	479.33'	
S 19° 57' 45" E	310.63'	
S 22° 10' 35" E	199.80'	TO THE PLACE OF BEGINNING



3/6/11

CERTIFICATE OF POSTING
ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

95-130 - SD11A

District: _____

Date of Posting: 10/21/94

Posted for: Special Hearing

Petitioner: Durings choice Home owners Assoc. et al.

Location of property: Facing roadway at Trailer office of development

Location of Signs: Facing roadway on property being zoned

Remarks: _____

Posted by: [Signature]
Signature

Date of return: 10/28/94

Number of Signs: 1



NOTICE OF HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County will hold a public hearing on the property identified herein in Room 106 of the County Office Building, located at 111 W. Chesapeake Avenue in Towson, Maryland 21204 or Room 118, Old Courthouse, 400 Washington Avenue, Towson, Maryland 21204 as follows:

Case Number:

95-130-SPHA (Item 128)
SW/S Painters Mill Road at
McDonogh Road (Owings
Choice; formerly Chase at
Foxridge, Section C-1)
2nd Election District
2nd Councilmanic District

Petitioner(s):

Owings Choice
Homeowners'
Association, Inc. &
Owings Choice
Condominium
Association, Inc.

HEARING: WEDNESDAY,
NOVEMBER 8, 1994 at
10:00 a.m. in Rm. 106,
County Office Building.

Special Hearing: to approve an amendment of the First Amended Partial Development Plan of Owings Choice (formerly The Chase at Foxridge; Section 1, Parcel C-1) and confirm that the proposed signs comply with Section 102.5, Variance: to permit two single-faced informational (community name) signs of 150 square feet (22 square feet of sign area and 128 square feet of wall area) each in lieu of the permitted 15 square feet.

LAWRENCE E. SCHMIDT,
Zoning Commissioner for
Baltimore County

NOTES: (1) Hearings are Handicapped accessible; for special accommodations Please Call 887-3353.

(2) For Information concerning the File and/or Hearing, Please Call 887-3391.

CERTIFICATE OF PUBLICATION

TOWSON, MD., Oct. 20, 1994

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper published in Towson, Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on Oct 20, 1994.

THE JEFFERSONIAN,

A. Henickson
LEGAL AD. - TOWSON



Baltimore County
Zoning Administration &
Development Management
111 West Chesapeake Avenue
Towson, Maryland 21204

receipt

95-130 SPHA

Account: R-001-6150

Number

Date 10/6/04

Taken In By: JMK

Item Number: 129

Quings China H.O.A. + CA. —

McDonogh Rd. at Painters Mill Rd

020 - Zoning Var. — \$250.00

040 - Sp. Hearing — \$250.00

080 - 2 signs — \$70.00

Total — \$570.00

RECEIVED
BALTIMORE COUNTY
OCT 14 2004

PROCESSED AND FILED

RECEIVED OCT 14 2004

Please Make Checks Payable To: Baltimore County

Cashier Validation

Item Number: 129
Planner: MJK
Date Filed: 10-16-94

P E T I T I O N P R O C E S S I N G F L A G

This petition has been accepted for filing, after an initial review, and has been placed on the agenda for the zoning advisory committee. However, the following items were found to be missing or incomplete when the petition was included on the agenda by Sophia. A copy of this "flag" will be placed in the case file for the Zoning Commissioner's review. The planner that accepted the petition for filing has the option of notifying the petitioner and/or attorney prior to the hearing or Zoning Commissioner's review of the petition regarding the items noted below. If the petitioner/attorney is contacted by the planner, it is the petitioner's ultimate decision and responsibility to make a proper application, address any zoning conflicts, and to file revised petition materials if necessary. Delays and unnecessary additional expenses may be avoided by correcting the petition to the proper form.

 Need an attorney

 ✓

 The following information is missing:

 Descriptions, including accurate beginning point
 Actual address of property
 Zoning
 Acreage
 Plats (need 12, only submitted)
 200 scale zoning map with property outlined
 Election district
 Councilmanic district
 BCZR section information and/or wording
 Hardship/practical difficulty information
 Owner's signature (need minimum 1 original signature) and/or
 printed name and/or address and/or telephone number
 Contract purchaser's signature (need minimum 1 original
 signature) and/or printed name and/or address
 Signature (need minimum 1 original signature) and/or
 printed name and/or title of person signing for legal
 owner/contract purchaser
 ✓ Power of attorney or authorization for person signing for
 legal owner ~~and/or contract purchaser~~
 Attorney's signature (need minimum 1 original signature)
 and/or printed name and/or address and/or telephone number
 Notary Public's section is incomplete and/or incorrect
 and/or commission has expired

Baltimore County Government
Office of Zoning Administration
and Development Management



111 West Chesapeake Avenue
Towson, MD 21204

(410) 887-3353

ZONING HEARING ADVERTISING AND POSTING REQUIREMENTS & PROCEDURES

Baltimore County Zoning Regulations require that notice be given to the general public/neighborhood property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property and placement of a notice in at least one newspaper of general circulation in the County.

This office will ensure that the legal requirements for posting and advertising are satisfied. However, the petitioner is responsible for the costs associated with these requirements.

PAYMENT WILL BE MADE AS FOLLOWS:

- 1) Posting fees will be assessed and paid to this office at the time of filing.
- 2) Billing for legal advertising, due upon receipt, will come from and should be remitted directly to the newspaper.

NON-PAYMENT OF ADVERTISING FEES WILL STAY ISSUANCE OF ZONING ORDER.

ARNOLD JABLON, DIRECTOR

For newspaper advertising:

Item No.: 129

Petitioner: Owings Choice H.O.A + C.A, Inc.

Location: Parkers Mill Rd at McDonogh Rd

PLEASE FORWARD ADVERTISING BILL TO:

NAME: Robert A. Hoffman of Venable, Baetjer, + Howard

ADDRESS: 210 Allegheny Ave

Towson, MD 21204

PHONE NUMBER: 444-6208

Baltimore County Government
Office of Zoning Administration
and Development Management



111 West Chesapeake Avenue
Towson, MD 21204

(410) 887-3353

OCTOBER 14, 1994

NOTICE OF HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing on the property identified herein in
Room 106 of the County Office Building, 111 W. Chesapeake Avenue in Towson, Maryland 21204
or
Room 118, Old Courthouse, 400 Washington Avenue, Towson, Maryland 21204 as follows:

CASE NUMBER: 95-130-SPHA (Item 129)
SW/S Painters Mill Road at McDonogh Road (Owings Choice; formerly Chase at Foxridge, Section C-1)
2nd Election District - 2nd Councilmanic
Petitioners: Owings Choice Homeowners' Association, Inc. & Owings Choice Condominium Association, Inc.
HEARING: WEDNESDAY, NOVEMBER 9, 1994 at 10:00 a.m. in Room 106, County Office Building.

Special Hearing to approve an amendment of the First Amended Partial Development Plan of Owings Choice (formerly The Chase at Foxridge: Section 1, Parcel C-1) and confirm that the proposed signs comply with Section 102.5.

Variance to permit two single-faced informational (community name) signs of 150 square feet (22 square feet of sign area and 128 square feet of wall area) each in lieu of the permitted 15 square feet.

A handwritten signature in black ink, appearing to read "Arnold Jablon".

Arnold Jablon
Director

cc: Patrick J. Barrett
Robert A. Hoffman, Esq.

NOTES: (1) ZONING SIGN & POST MUST BE RETURNED TO RM. 104, 111 W. CHESAPEAKE AVENUE ON THE HEARING DATE.
(2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL 887-3353.
(3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THIS OFFICE AT 887-3391.

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Baltimore County Government
Office of Zoning Administration
and Development Management



111 West Chesapeake Avenue
Towson, MD 21204

(410) 887-3353

Venable, Baetjer & Howard
210 Allegheny Avenue
Towson, Maryland 21204

NOV. 2 1994

RE: Case No. 95-130SPHA, Item No. 129
Petitioner: Owings Choice Homeowners' Assoc.

Dear Mr. Hoffman:

The Zoning Advisory Committee (ZAC) has reviewed the plans submitted with the above-referenced petition, which was accepted for filing on October 06, 1994 and scheduled for a hearing accordingly. Any attached comments from a reviewing agency are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties, i.e., zoning commissioner, attorney and/or the petitioner, are made aware of plans or problems with regard to the proposed improvements that may have a bearing on this case.

Any comments submitted thus far from the members of ZAC that offer or request information on your petition are attached. Only those comments that are informative will be forwarded to you; those that are not informative will be placed in the hearing file.

The following is related only to the filing of future zoning petitions and are aimed at expediting the petition filing process with this office:

1. The director of the Office of Zoning Administration and Development Management has instituted a system whereby zoning attorneys who feel that they are capable of filing petitions that comply with all aspects of the zoning regulations and petitions' filing requirements can file their petitions with this office without the necessity of a preliminary review by zoning personnel.
2. Anyone using this system should be fully aware that they are responsible for the accuracy and completeness of any such petition. All petitions filed in this manner will be reviewed and commented on by zoning personnel prior to the hearing. In the event that the petition has not been filed correctly, there is the possibility that another hearing will be required or the zoning commissioner will deny the petition due to errors or incompleteness.
3. Those individuals who make appointments to file petitions on a regular basis and fail to keep the appointment without a 72-hour notice will be required to submit the appropriate filing fee at the time future appointments are made. Failure to keep these appointments without proper advance notice, i.e., 72 hours, will result in the forfeiture loss of the filing fee.

If you have any questions concerning the enclosed comments, please feel free to contact Joyce Watson in the zoning office at 887-3391 or the commenting agency.

Sincerely,

W. Carl Richards, Jr.
Zoning Supervisor

WCR/jnw
Enclosure(s)



Printed with Soybean Ink
on Recycled Paper

MICROFILMED

BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND RESOURCE MANAGEMENT
INTER-OFFICE CORRESPONDENCE

TO: ZADM

DATE: 10/31/94

FROM: DEPRM
Development Coordination

SUBJECT: Zoning Advisory Committee
Agenda: 10/17/94

Revised

The Department of Environmental Protection & Resource Management has no comments for the following Zoning Advisory Committee Items:

Item #'s: 125
126
Rev # 124
133
129
134

LS:sp

LETTY2/DEPRM/TXTSBP

William H. Hines

BALTIMORE COUNTY, MARYLAND
I N T E R O F F I C E C O R R E S P O N D E N C E

TO: Arnold Jablon, Director DATE: Oct. 24, 1994
Zoning Administration and Development Management

FROM: Robert W. Bowling, P.E., Chief
RWB Developers Engineering Section

RE: Zoning Advisory Committee Meeting
for Oct. 24, 1994
Item No. 129

The Developers Engineering Section has reviewed the subject zoning item. The "Tot Lot" entrance columns as shown are located within an existing County drainage and utility easement. No permanent structure should be constructed in these easements.

RWB:sw

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Zoning Administration &
Development Management

FROM: Pat Keller, Director
Office of Planning and Zoning

DATE: October 20, 1994

SUBJECT: Owings Choice

INFORMATION:

Item Number: 129

Petitioner: Owings Choice Homeowners' Association, Inc. and
Owings Choice Condominium Association, Inc.

Property Size: _____

Zoning: D.R.-5.5 & D.R.-16

Requested Action: Special Hearing and Variance

Hearing Date: / /

SUMMARY OF RECOMMENDATIONS:

In reference to the subject request, please find Ms. Van Arsdale's letter of July 27, 1994 to Mr. Timothy Madden which reflects the position of this office regarding the proposed sign.

Prepared by: Jeffrey W. Long

Division Chief: Carol L. Kern

PK/JL

Baltimore County Government
Fire Department



700 East Joppa Road
Towson, MD 21286-5500

Office of the Fire Marshal
(410) 887-4880

DATE: 10/19/94

Arnold Jobson
Director
Zoning Administration and
Development Management
Baltimore County Office Building
Towson, MD 21204
MAIL STOP 1105

RE: Property Owner: SEE BELOW

LOCATION: DISTRIBUTION MEETING OF 10/17/94.

Item No.: SEE BELOW

Zoning Agenda:

Gentlemen:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below are applicable and required to be corrected or incorporated into the final plans for the property.

9. The Fire Marshal's Office has no comments at this time,
IN REFERENCE TO THE FOLLOWING ITEM NUMBERS: 125, 126, 127, 128, 129,
130, 131, 133 AND 135.

RECEIVED
OCT 20 1994

ZADM

REVIEWER: LT. ROBERT P. SAUERHAUD
Fire Marshal Office, PHONE 287-4831, MS-1102F

cc: File

MICROFILMED





Maryland Department of Transportation
State Highway Administration

O. James Lighthizer
Secretary

Hal Kassoff
Administrator

10-14-94

Ms. Julie Winiarski
Zoning Administration and
Development Management
County Office Building
Room 109
111 W. Chesapeake Avenue
Towson, Maryland 21204

Re: Baltimore County
Item No.: +129 (MJK)

Dear Ms. Winiarski:

This office has reviewed the referenced item and we have no objection to approval as it does not access a State roadway and is not effected by any State Highway Administration project.

Please contact Bob Small at 410-333-1350 if you have any questions.

Thank you for the opportunity to review this item.

Very truly yours,

Bob Small

for

David Ramsey, Acting Chief
Engineering Access Permits
Division

BS/

My telephone number is _____

Maryland Relay Service for Impaired Hearing or Speech
1-800-735-2258 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202

RE: PETITION FOR SPECIAL HEARING	*	BEFORE THE
PETITION FOR VARIANCE		
SW/S Painters Mill Road at McDonogh Road	*	ZONING COMMISSIONER
Owings Choice; formerly Chase at Foxridge,		
Section C-1, 2nd Election Dist., 2nd	*	OF BALTIMORE COUNTY
Councilmanic		
	*	CASE NO. 95-130-SPHA
Owings Choice Homeowners' Ass'n., Inc./		
Owings Choice Condominium Ass'n., Inc	*	
Petitioners		
* * * * *		

ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order.

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S. Demilio

CAROLE S. DEMILIO
Deputy People's Counsel
Room 47, Courthouse
400 Washington Avenue
Towson, MD 21204
(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 20th day of October, 1994, a copy of the foregoing Entry of Appearance was mailed to Robert A. Hoffman, Esquire, Venable, Baetjer and Howard, 210 Allegheny Avenue, P. O. Box 5517, Towson, MD 21204, attorney for Petitioners.

Peter Max Zimmerman

PETER MAX ZIMMERMAN



401 Bosley Avenue
Towson, MD 21204

(410) 887-3211
Fax (410) 887-5862

File: 9695
Owings Choice

#129

July 27, 1994

Mr. Timothy F. Madden
Morris & Ritchie Associates, Inc.
110 West Road - STE 105
Towson, Maryland 21204

RE: Owings Choice Signage

Dear Mr. Madden:

The Office of Planning and Zoning has reviewed the Entrance Signs Plan for Owings Choice dated May 24, 1994 and recommends approval of the proposed sign and location.

If you have any questions, please contact me at 887-3211.

Sincerely,

A handwritten signature in cursive script, reading "Andrea J. Van Arsdale".

Andrea J. Van Arsdale
Chief
Strategic Planning Division

AVA:bjs

C: File

MADDEN.LTR/PZONE/TXTBJS

2nd Ave

11/09/94

10:01 AM

Connery Adm Bldg

95-1395 PHA. 95-139^A1 SPH 4.

Turnover in Parker Mills Rd

Opportunity Ind...

Paper Wingers

Tim Matting - Associate

EXHIBITS #1 - Original Map

" 2 - Amended Map

2 entrances for two signs. No problem with trapping

Ac 1.25. Hgt 3'6". Wing Waler - 3'5" Sign

isaf - maximum hgt of 3'1/2'

Pursuant to approval

129

MANAGEMENT AGREEMENT

OWINGS CHOICE HOMEOWNERS ASSOCIATION, INC.

Submitted By:

MRA PROPERTY MANAGEMENT, INC.

MARCH, 1994

RECEIVED

MANAGEMENT AGREEMENT

THIS AGREEMENT is made this day of
by and between Owings Choice Homeowners Association, Inc.
(hereafter called the "ASSOCIATION"), and MRA Property
Management, Inc. (hereafter called the "MANAGER"), having a
present mailing address of 139 North Main Street, Bel Air,
Maryland.

EXPLANATORY STATEMENT

It is the understanding of the Parties that the ASSOCIATION has the responsibilities, duties, and powers with respect to the PROPERTY as is stated in the Declaration recorded among the Land Records of Baltimore County, as well as with any by-laws, rules and regulations adopted by the Board of Directors. All parties acknowledge receipt, review, and understanding of these documents.

MANAGER is greatly experienced in the management of Home Owners Association and the ASSOCIATION desires to obtain the MANAGER'S services in the day to day management of the ASSOCIATION'S business and the day to day performance of the duties and responsibilities of the ASSOCIATION.

All parties hereto have entered into this Agreement to effectuate these purposes.

WITNESSETH

NOW THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

SECTION ONE

(Fees)

1.1 The ASSOCIATION shall pay the MANAGER the monthly fee of \$4.00 per townhome unit per month, commencing at the time of covenant of townhome to the public, in consideration for the full performance of the duties and obligations of the MANAGER as discussed below.

1.2 All fees shall be payable from the ASSOCIATION'S common expense fund on the first of each month.

1.3 The fees to be paid to the MANAGER hereunder do not include the cost of photocopies, postage or bank service charges actually expended on behalf of the ASSOCIATION. All of such costs shall be borne by the ASSOCIATION.

SECTION TWO

(Term)

2.1 The effective date of the Agreement shall be upon first conveyance at which time the duties of the MANAGER will commence.

2.2 The Agreement shall continue for an initial term of one (1) year, and may be renewed under terms and conditions mutually agreed to by the parties, unless terminated by either Party hereto in writing at least thirty (30) days prior to the expiration of the then existing term.

2.3 This Agreement may be terminated at any time, with or without cause, by either Party hereto, upon the giving of written notice of termination to the other Party, with said notice of termination to be effective thirty (30) days after receipt by the Party receiving notice.

SECTION THREE

(Bank Accounts and Financial Records)

3.1 MANAGER shall cause to be kept in good order, in accordance with generally accepted accounting principals, the books and records of the ASSOCIATION and maintain orderly files containing records of common charges, assessments, insurance policies, correspondence, receipted bills and vouchers and all other documents and papers relating to the MANAGER'S duties hereunder, and the same shall be and shall at all times remain the exclusive property of the ASSOCIATION.

3.2 MANAGER shall upon request, of the ASSOCIATION make the above-described books and records available to the ASSOCIATION, the ASSOCIATION'S officers, accountants, attorneys or other

representatives and shall deliver up same to the ASSOCIATION or its aforesaid agents on demand from the ASSOCIATION.

3.3 All funds collected by the MANAGER for the account of the ASSOCIATION will be deposited in a bank designated by the ASSOCIATION, and held in trust in a special separate account to be entitled Owings Choice Homeowners Association, Inc. or similar designation and will not be commingled with other funds collected by the MANAGER as agent for others. MANAGER shall have the ability to disburse payment from said account for approved expense.

3.4 A separate savings account, money market account, certificate of deposit or other savings vehicle for the exclusive benefit of the ASSOCIATION shall be established for the deposit of such funds that the ASSOCIATION may direct to be placed for common area replacement or contingency reserves for capital improvement projects approved by the ASSOCIATION.

3.5 The MANAGER shall furnish a monthly accounting of all funds collected and disbursed on behalf of the ASSOCIATION on or about the fifteenth (15th) day of the month following the end of each monthly period.

3.6 The MANAGER shall prepare and submit for Board of Directors approval an annual operating budget to the ASSOCIATION for the next fiscal year sixty (60) days prior to the end of each fiscal year.

3.7 The MANAGER shall cooperate, if so directed by the ASSOCIATION, with any independent audit of the ASSOCIATION'S records by any independent accounting firm designated by the ASSOCIATION at the ASSOCIATION'S expense.

SECTION FOUR

(Assessments)

4.1 The MANAGER shall notify each member of record of the annual assessment or any special assessments, if so directed by the ASSOCIATION.

4.2 The MANAGER shall handle and perform all billing to members for common charges and other assessments due from members and will use its best efforts to collect any such charges or assessments. The MANAGER will notify the ASSOCIATION of any delinquent accounts among the members.

4.3 The MANAGER will accept prepayment of charges and assessments at 139 North Main Street, Bel Air, Maryland.

4.4 When directed by the ASSOCIATION to take such action in the name of the ASSOCIATION by way of legal process, MANAGER shall utilize Counsel designated or approved by the ASSOCIATION, or otherwise as may be required for the collection of any delinquent charges or assessments, and for the asserting of any liens with respect thereto. The cost of any such Counsel shall be borne by the ASSOCIATION.

SECTION FIVE

(Meetings)

5.1 The MANAGER shall, at the request of the Board of Directors of the ASSOCIATION, arrange a suitable meeting place for, send appropriate notices to the members, officers and directors, prepare agenda, and cause a knowledgeable and informed agent of MANAGER to attend meetings of members and meetings of the Board of Directors of the Association.

5.2 The MANAGER shall attend all such meetings as requested by the Board of Directors. It is understood that meetings may be held during non-business hours or weekends

5.3 The MANAGER shall maintain a register of minutes of all annual and special meetings and maintain the register of all members.

SECTION SIX

(Insurance)

6.1 The MANAGER shall advise the ASSOCIATION with respect to proper insurance coverage of the maintained area, the ASSOCIATION'S employees, if registered by the Board of

Directors, and all other coverage required by the By-Laws, applicable law, or good business practices as determined by the MANAGER, and cause to be effected and maintained in such amounts and through such carriers as the ASSOCIATION shall designate or approve, fire, liability, workmen's compensation, employer's liability, disability and any other insurance the ASSOCIATION may elect to carry, at the ASSOCIATION'S expense.

6.2 The MANAGER shall be listed as a named insured in the above-described insurance policies, where applicable, to protect the MANAGER from liability to third parties while acting as Agent of the ASSOCIATION.

SECTION SEVEN

(Maintenance, Upkeep and Groundskeeping)

7.1 The MANAGER shall have the duty of inspecting on at least a weekly basis the buildings and grounds comprising the PROPERTY, and shall advise the Board of Directors of the ASSOCIATION in a timely manner of any repairs or maintenance that must be performed to keep the buildings and grounds in good order and repair.

7.2 The MANAGER shall supervise and oversee all maintenance, housekeeping and groundskeeping of the common areas, and shall have the responsibility of selecting and retaining, at the ASSOCIATION'S expense, on behalf of the ASSOCIATION and with the Board of Directors approval, all contractors, employees, and mechanics necessary to repair, maintain or improve these areas.

7.3 The MANAGER shall purchase all supplies, at the ASSOCIATION'S EXPENSE, which shall be necessary to properly maintain and operate the maintained area; make all of such contracts and purchases in either the ASSOCIATION'S or the MANAGER'S name, as the MANAGER shall elect; and credit to the ASSOCIATION any discounts or commissions obtained in connection with any such purchases.

7.4 In connection with the above-described maintenance, housekeeping and groundskeeping, the MANAGER shall not make any expenditures, or commitments for expenditures in excess of five hundred dollars (\$500.00) absent the approval of the Board of Directors. The sole exception to this limitation shall occur in the event that an expenditure in excess of five hundred dollars (\$500.00) is deemed required by the MANAGER to protect the actual health or safety of a member, or is necessary to preserve the Property, it being understood that any such expenditures are contemplated to be limited strictly to emergency situations. In the event of any such emergency expenditures, the MANAGER shall promptly submit a detailed report of any such expenditures to the Board of Directors.

7.5 The MANAGER shall obtain competitive bids, if at all possible, from contractors, workmen, and suppliers of materials for the performance of any work performed.

SECTION EIGHT

(Hiring and Supervision of Employees)

8.1 The MANAGER shall engage and cause to be hired, and shall supervise all persons the Board of Directors shall deem to be necessary in order to properly maintain and operate the Property. The MANAGER shall cause to be prepared and filed all necessary forms and filings relating to the employment of ASSOCIATION employees.

8.2 The MANAGER shall disburse all salaries and expenses with respect to the ASSOCIATION'S employees described above from the ASSOCIATION'S funds.

8.3 All of such employees described above shall be regarded as the exclusive employees and agents of the ASSOCIATION, and not of the MANAGER.

SECTION NINE

(Dealings with Members)

9.1 The MANAGER shall provide an answering service for use by the members for non-business hour communication at no additional cost to the ASSOCIATION.

9.2 The MANAGER shall receive and respond to member complaints, and correspondence as follows:

- (i) The MANAGER will arrange for the correction of member complaints for which the Board of Directors has authorized specific remedies;
- (ii) The MANAGER will refer any complex matters to the Board of Directors for resolution.
- (iii) The MANAGER will at all times act in accordance with the guidelines prescribed by the Board of Directors.

9.3 The MANAGER shall prepare and mail such notices as the Board of Directors may request to each member.

SECTION TEN

(Indemnification)

10.1 Except for damages arising from willful acts or acts amounting to negligence, fraud or bad faith, and except for any award of punitive damages, the ASSOCIATION agrees to hold and save the MANAGER free and harmless from damages or injuries to persons or property by reason of any cause whatsoever either in and about the project, or elsewhere, when the MANAGER is carrying out the provisions of the Agreement or reasonably acting under the express or implied direction of the Board of Director of the ASSOCIATION, and subject to the same limitations and except for the willful acts or acts amounting to negligence, the ASSOCIATION agrees to reimburse the MANAGER upon demand for any monies which the MANAGER is required to pay out in connection with, or as an expense in defense of, any claim, civil or criminal action, proceeding, charge or prosecution make, instituted or maintained against the MANAGER or the

MANAGER and the ASSOCIATION jointly, affecting or due to the condition with, or as an expense in defense of, any claim, civil or criminal action, proceeding, charge or prosecution made, instituted or maintained against the MANAGER or the MANAGER and the ASSOCIATION jointly, affecting or due to the condition or use of the Project, or acts of omissions of the MANAGER or employees of the ASSOCIATION or the MANAGER, or arising out of or based upon any law regulation, requirement, contract or award relating to the hiring of employees, the hours of employment, working conditions, wages and/or compensation of employees or former employees of the ASSOCIATION or the MANAGER, or arising out of or based upon any law, regulation, requirement, contract or award relating to the hiring of employees, the hours of employment, working conditions, wages and/or compensation of employees or former employees.

10.2 Subject to the same limitations stated above, and except for willful acts or acts amounting to negligence, the ASSOCIATION agrees to defend promptly and diligently at the sole expense of the ASSOCIATION any claim, action or proceeding against the MANAGER or against the MANAGER and the ASSOCIATION jointly, which arises out of or is connected with any of the foregoing, and the ASSOCIATION agrees to hold the MANAGER harmless and to fully indemnify the MANAGER from any judgment, loss or settlement of any cause entered into by the MANAGER with prior consent of the Board of Directors. The provisions of this Section shall survive the termination of this Agreement but shall not be construed to mean that the liability of either the ASSOCIATION or the MANAGER shall not survive as to other provisions of this Agreement. The Manager shall indemnify or defend the Association under the same conditions as stated herein Section 10.2.

10.3 The MANAGER shall promptly furnish to the ASSOCIATION and its attorneys all papers, documents and other evidence which, in the opinion of the ASSOCIATION or its attorneys, are pertinent to said claims or the defense of any such actions or proceedings.

10.4 The MANAGER agrees to produce, at the appropriate place or places, at reasonable times, such witnesses under its control as shall be requested by the ASSOCIATION or its attorneys.

SECTION ELEVEN

(Miscellaneous)

11.1 The MANAGER will supply the President of the ASSOCIATION at the time of receipt or mailing, with a copy of all correspondence, writings or other documents sent or received by the MANAGER for or on behalf of the ASSOCIATION.

11.2 Upon request, the MANAGER shall assist the Board of Directors in the interpretation and application of all documents pertaining to the creation, maintaining or functioning of the Association, as well as any rules and regulations adopted by the Board of Directors.

11.3 The MANAGER shall have no obligation to act as, or provide legal counsel to the Board of Directors or the ASSOCIATION.

11.4 Neither the MANAGER nor any of its officers, employees or authorized representatives shall be liable for any bills or debts incurred in good faith on behalf of the ASSOCIATION, provided that the MANAGER has acted reasonably, in good faith, and in a non-negligent manner, and in strict accordance with this agreement.

11.5 The MANAGER shall recommend and with the approval of the ASSOCIATION, cause all such acts to be done in and about the maintained area as shall be necessary or desirable to comply with all federal, state and local laws and requirements, including, but not limited to, all zoning, fire, use and other municipal regulations.

11.6 The MANAGER shall generally do all things deemed reasonably necessary or desirable by the Board of Directors of the ASSOCIATION for the proper maintenance and operation of the ASSOCIATION.

11.7 The Board of Directors represents that is has authorized this Agreement on behalf of the ASSOCIATION. It is agreed and understood that members of the Board of Directors, as such, shall have no personal liability hereunder.

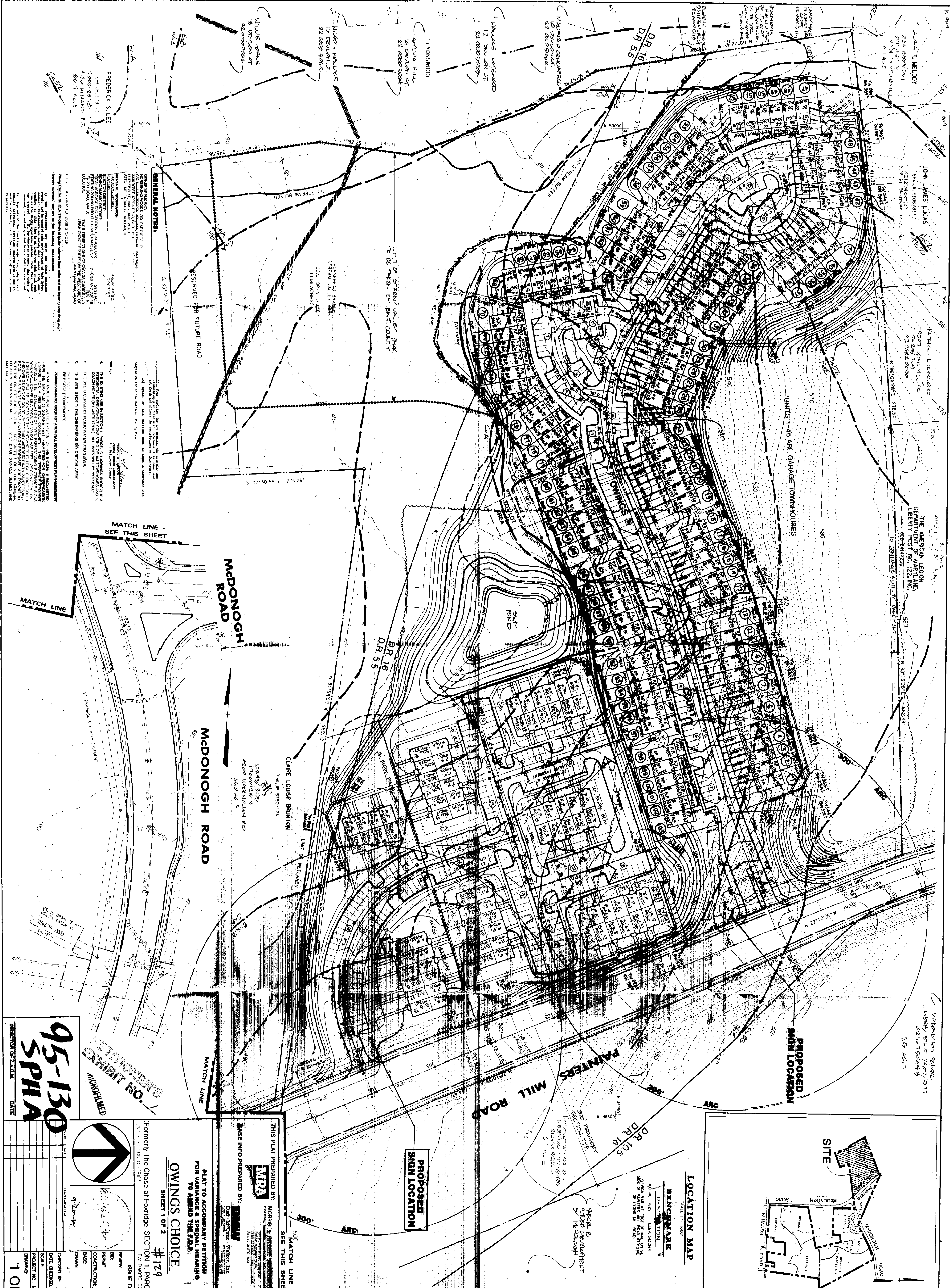
11.8 This Agreement constitutes the entire understanding of the Parties and may not be changed or varied in any way except in a writing signed by all of the parties.

WITNESS/ATTEST: MRA PROPERTY MANAGEMENT, INC.

(Seal) BY _____
President

OWINGS CHOICE HOMEOWNERS
ASSOCIATION, INC.

(Seal) BY _____
President



GENERAL NOTES:

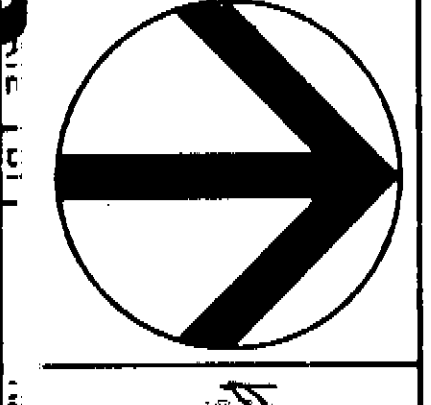
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2. The site is located in the City of Foxboro, Massachusetts, in the Town of Foxboro, Section 1, Parcel C-1.
3. The site is located in the City of Foxboro, Massachusetts, in the Town of Foxboro, Section 1, Parcel C-1.
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9. The site is located in the City of Foxboro, Massachusetts, in the Town of Foxboro, Section 1, Parcel C-1.
10. The site is located in the City of Foxboro, Massachusetts, in the Town of Foxboro, Section 1, Parcel C-1.

MATCH LINE - SEE THIS SHEET

McDONOUGH ROAD

McDONOUGH ROAD

95-130 SPHA
EXHIBIT NO. 1



DATE: 9/27/14

1 OF 2

OWINGS CHOICE
SHEET 1 OF 2 #129

PLAY TO ACCOMPANY PETITION FOR VARIANCE & SPECIAL HEARING TO AMEND THE F.D.R.

FORMERLY THE CHASE AT FOXBORO, SECTION 1, PARCEL C-1

DATE: 9/27/14

1 OF 2

THIS PLAN PREPARED BY: **MTA**

DATE INFO PREPARED BY: **MTA**

DATE: 9/27/14

1 OF 2

PROPOSED SIGN LOCATION

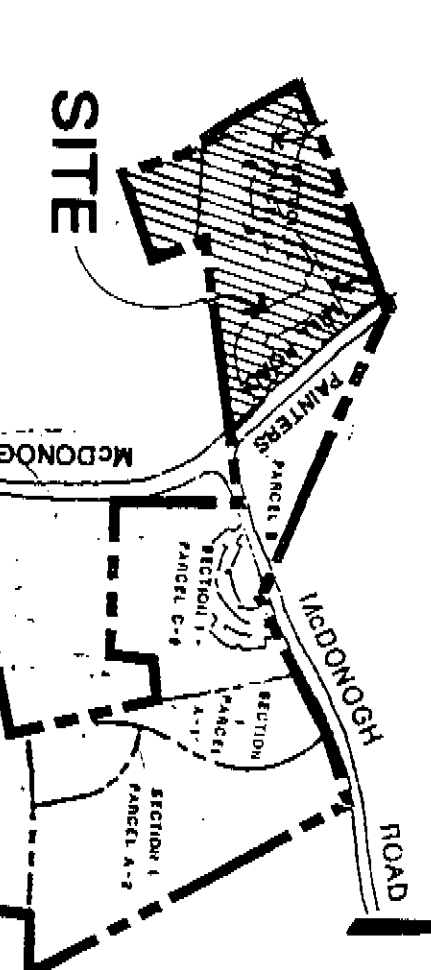
LOCATION MAP

SCALE: 1" = 1000'

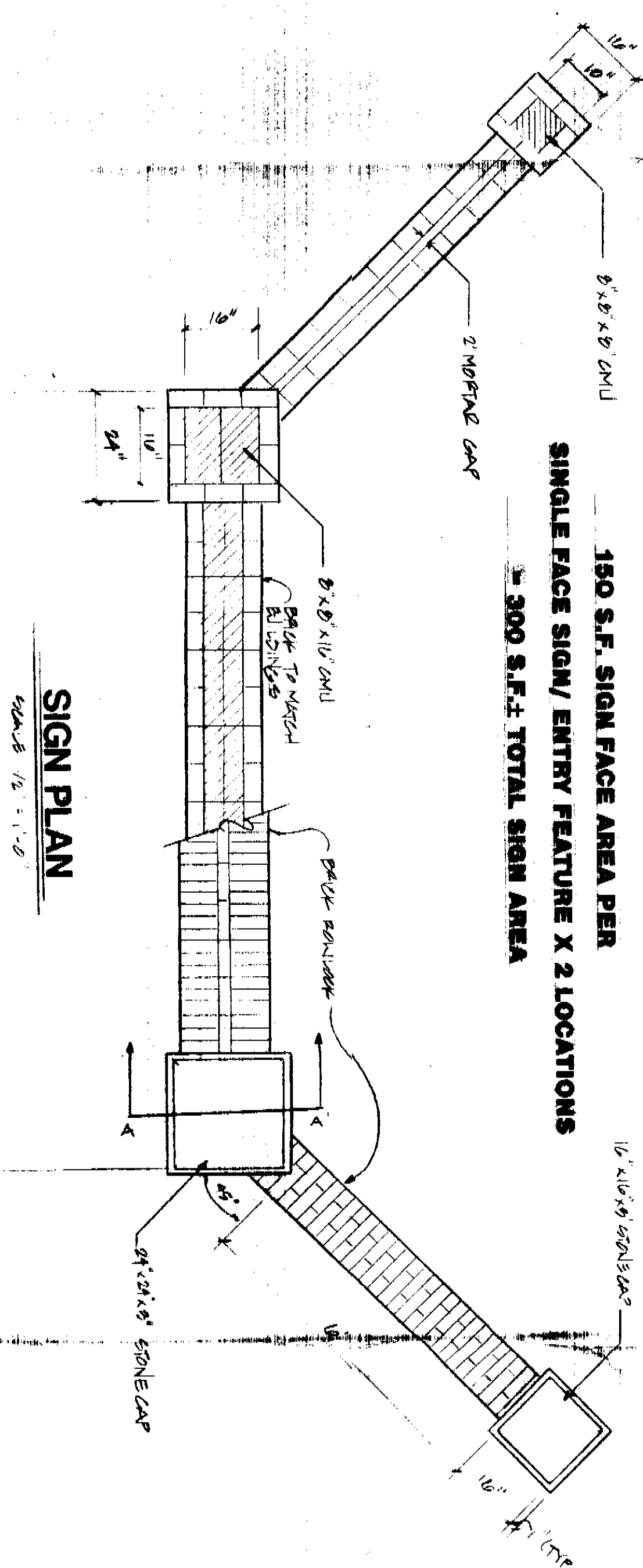
DESCRIPTION: **OWINGS CHOICE**

DATE: 9/27/14

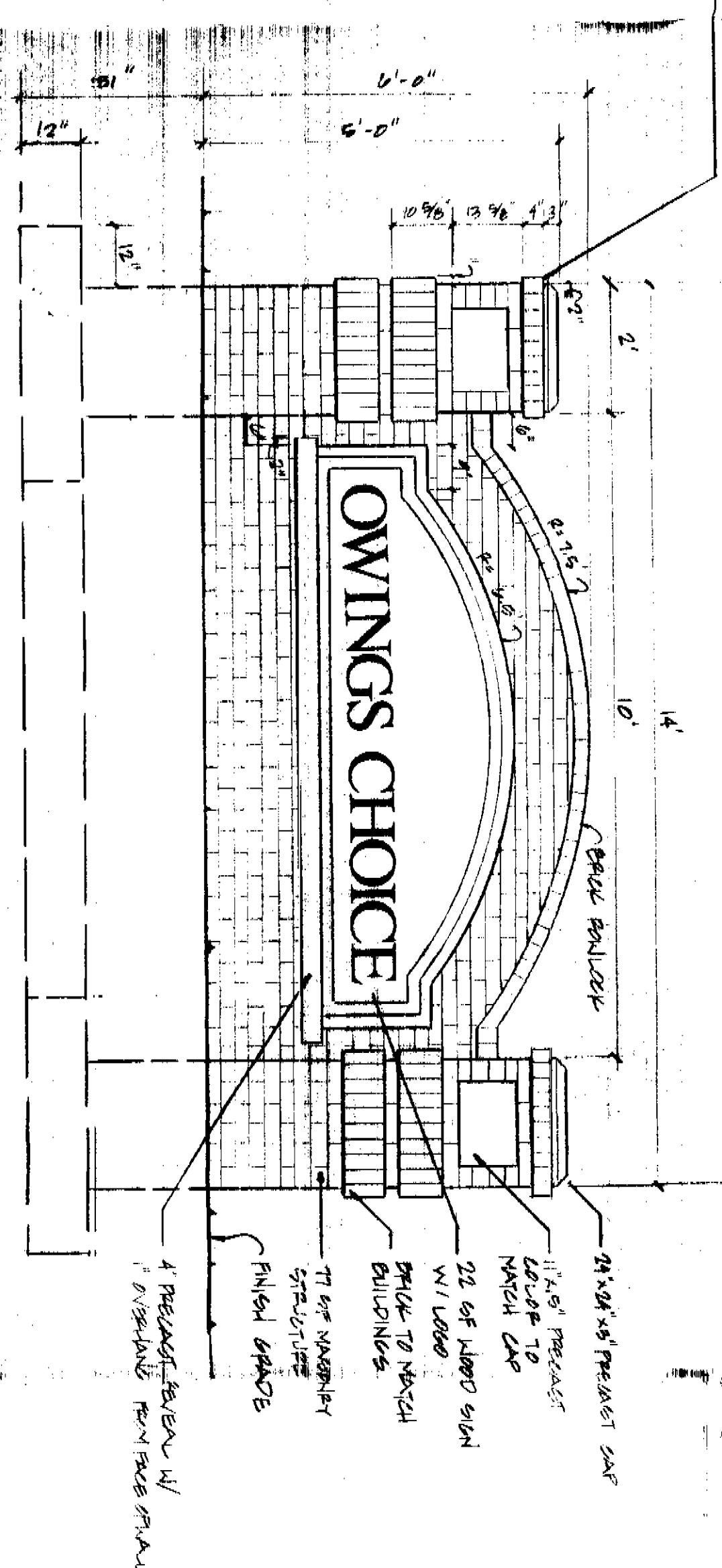
1 OF 2



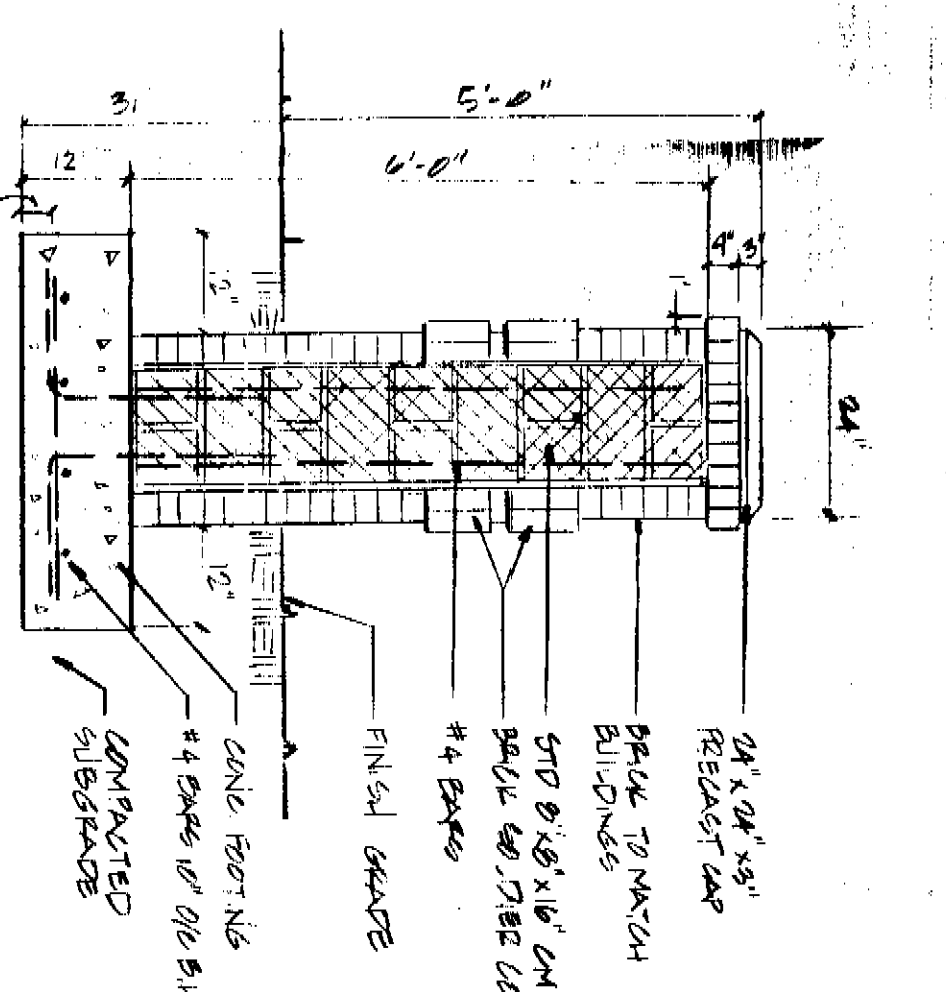
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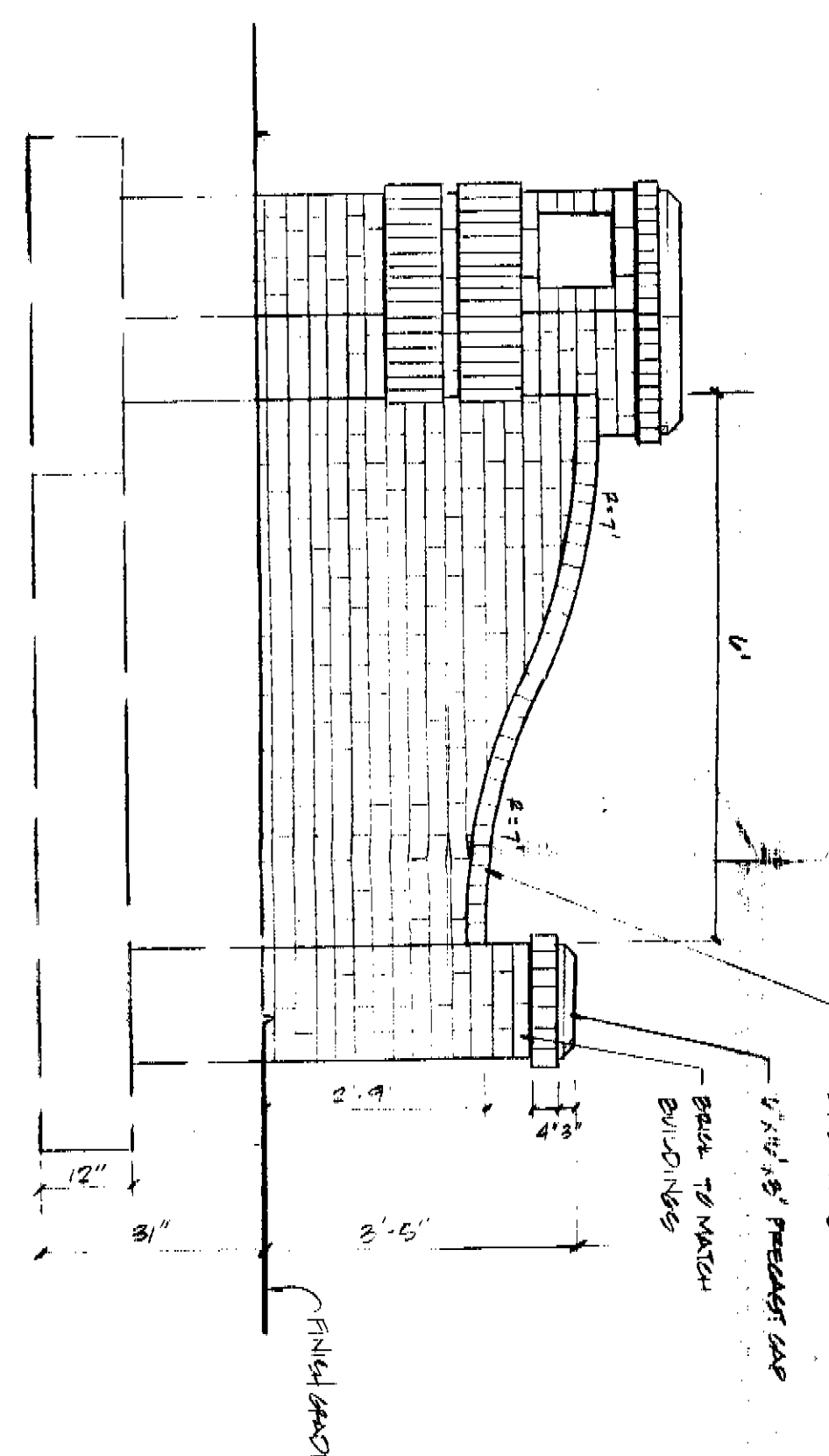
SIGN PLAN



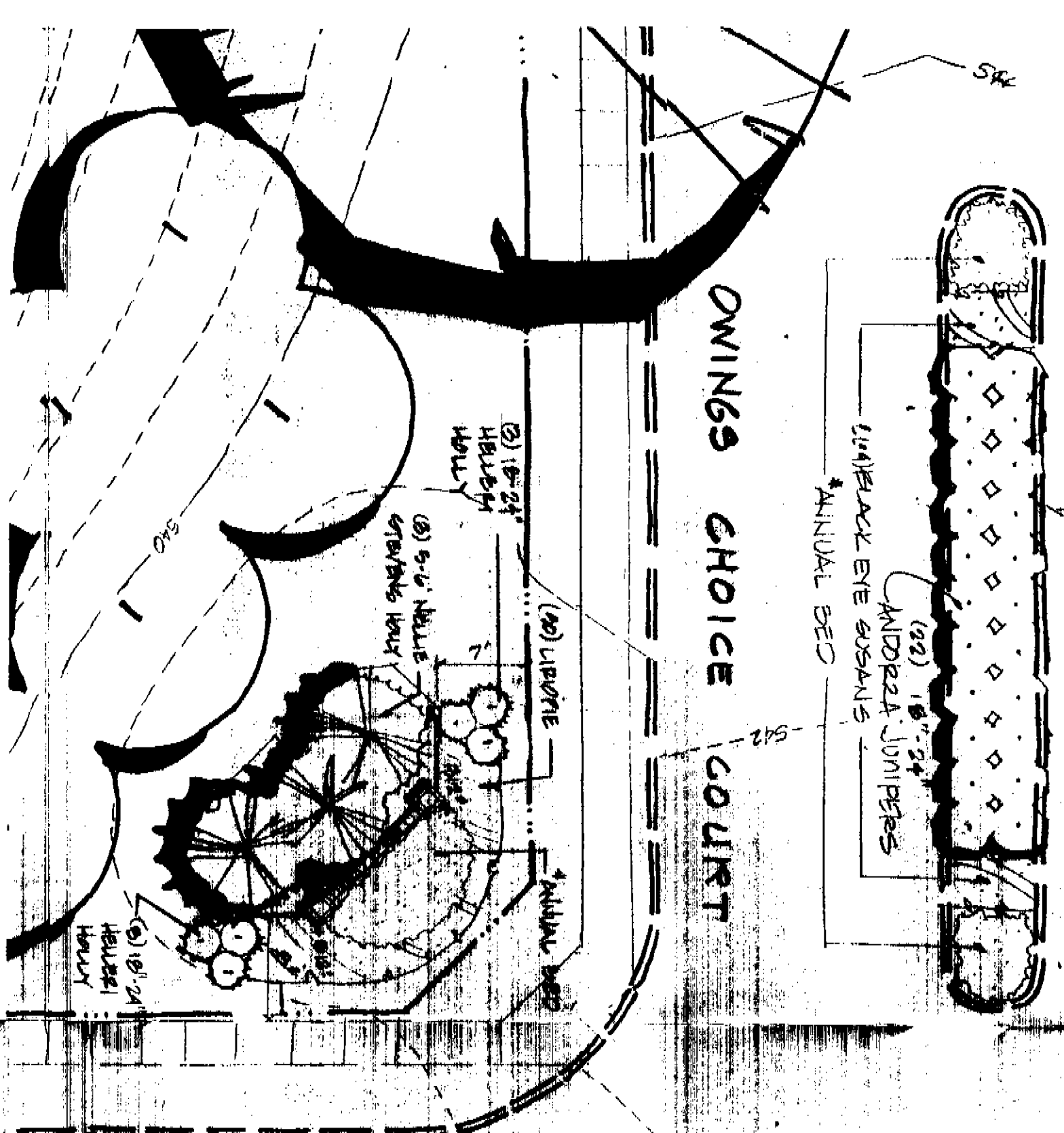
FRONT ELEVATION



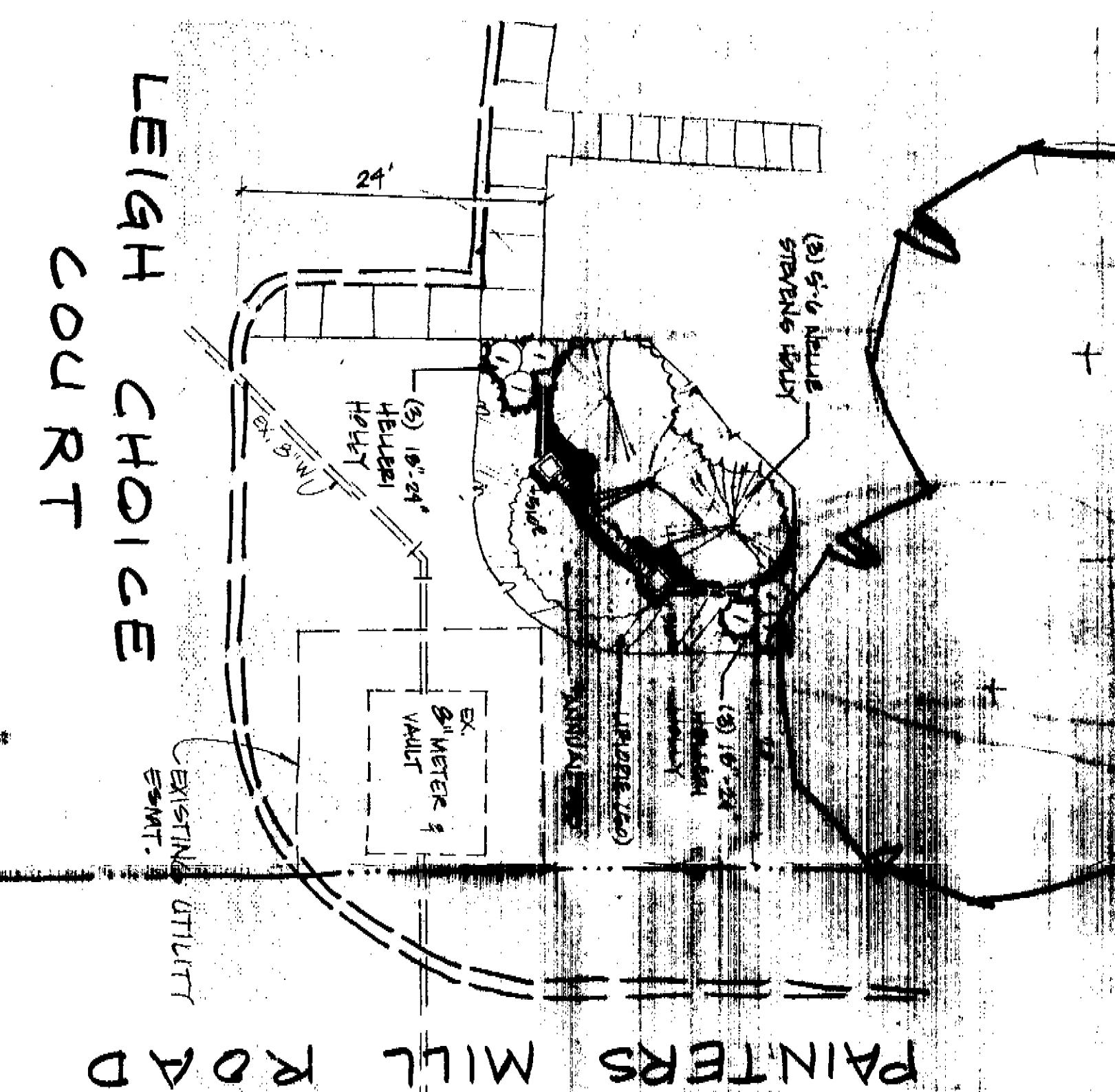
SECTION A-A



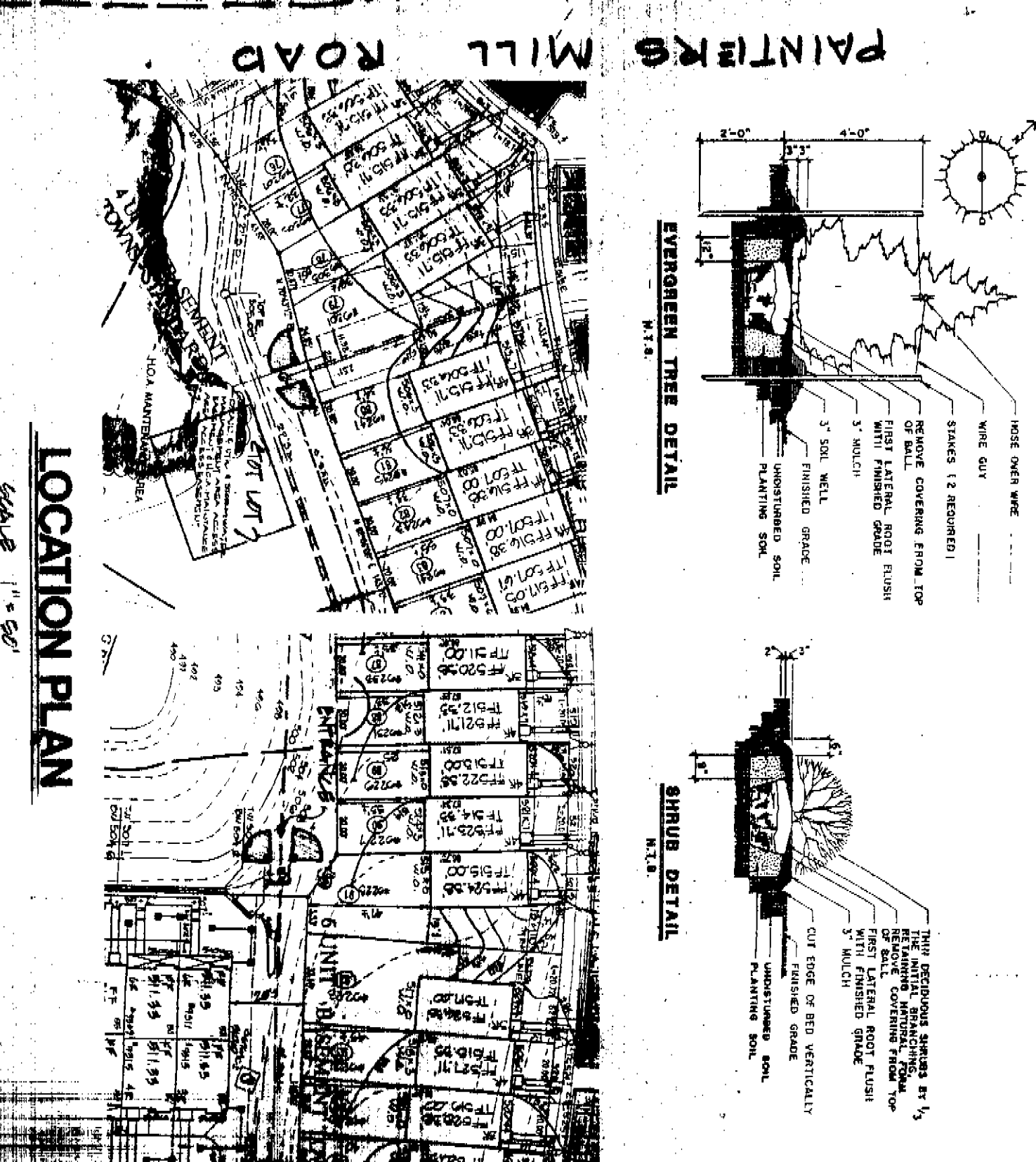
WING WALL ELEVATION



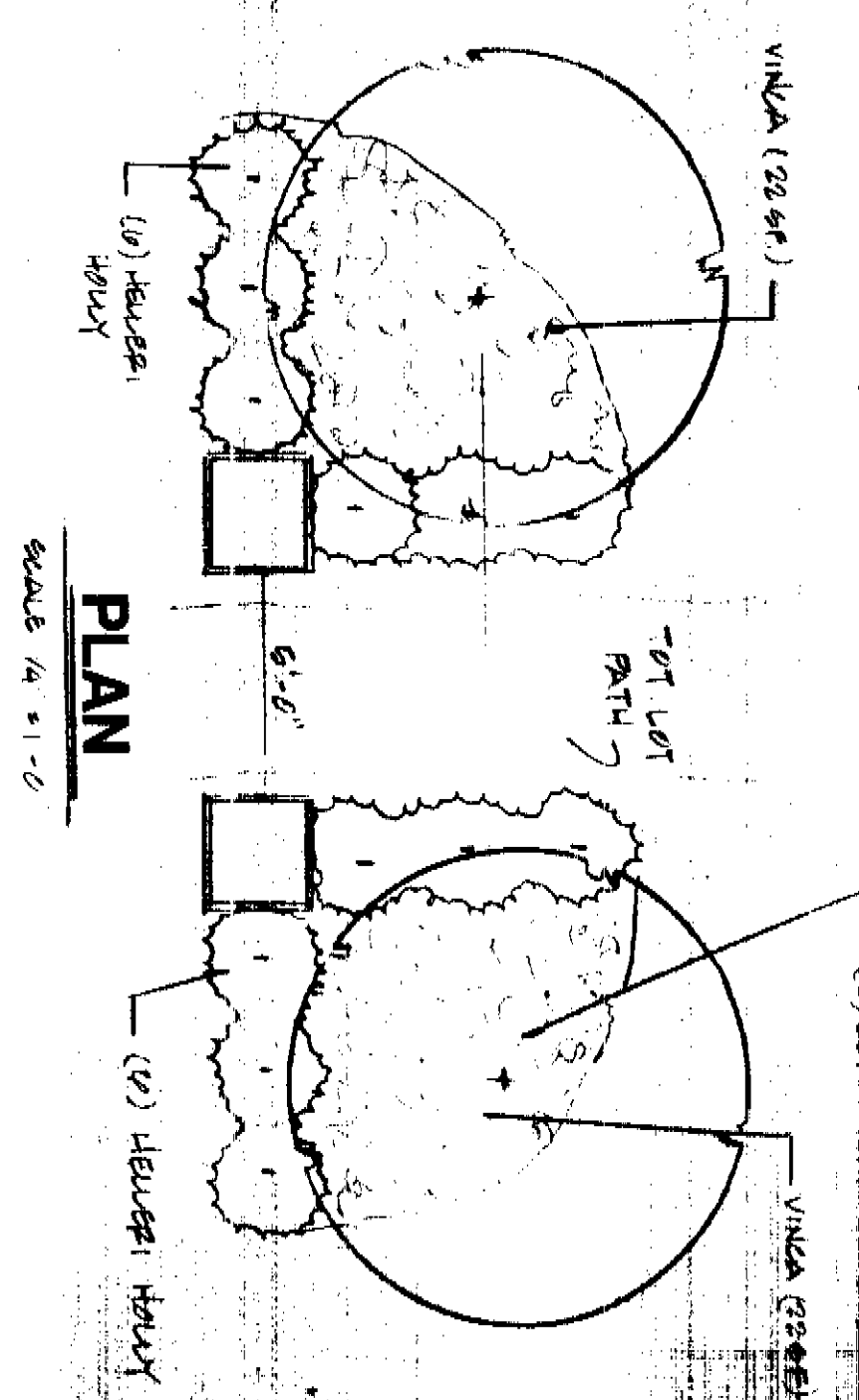
OWING69 CHOICE COURT



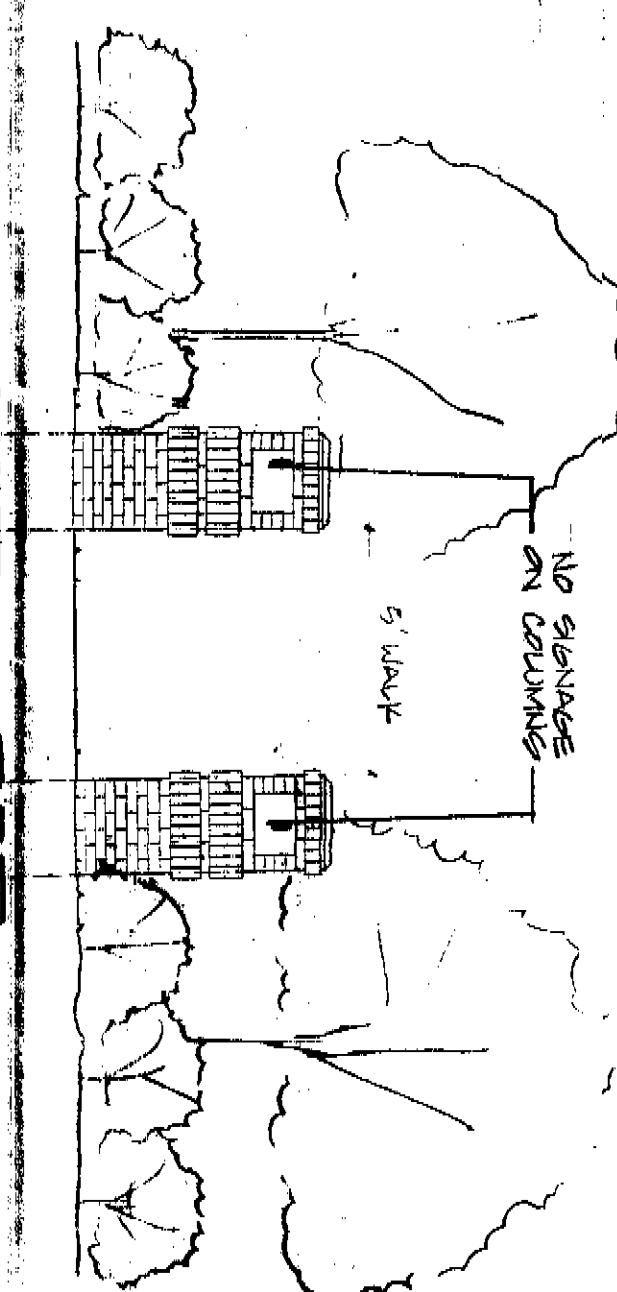
OWINGS CHOICE COURT ENFORCE PLAN



LOCATION PLAN



PLAN



101 LOI EN FRANCE SECTION

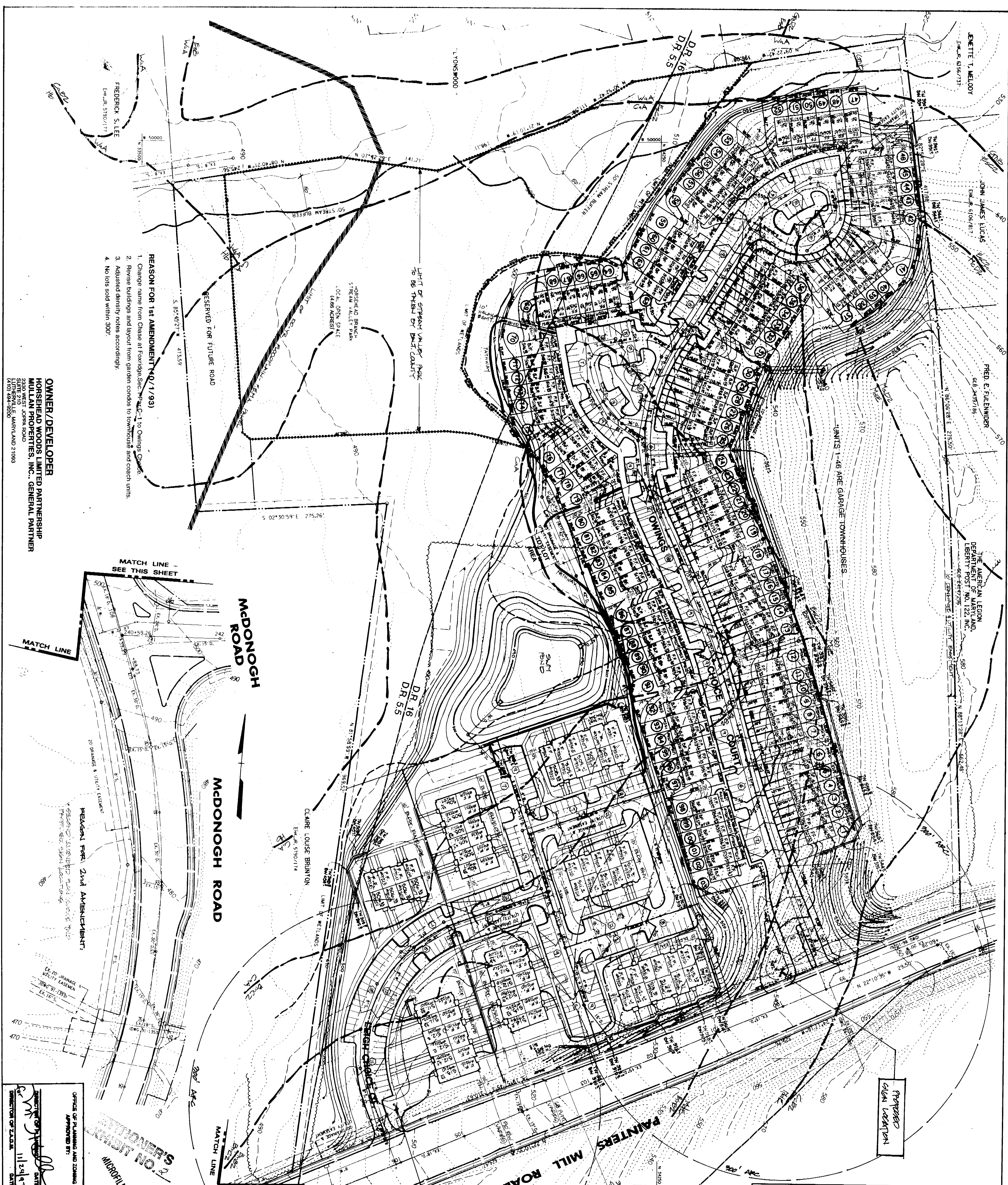
GRADE $\gamma_A'' = 1'-0''$



MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SUPERVISORS, AND LANDSCAPE ARCHITECTS
139 N. Main Street, Suite 200
Bel Air, Maryland 21014
(410) 879-1690 • (410) 836-7560
Fax (410) 879-1820

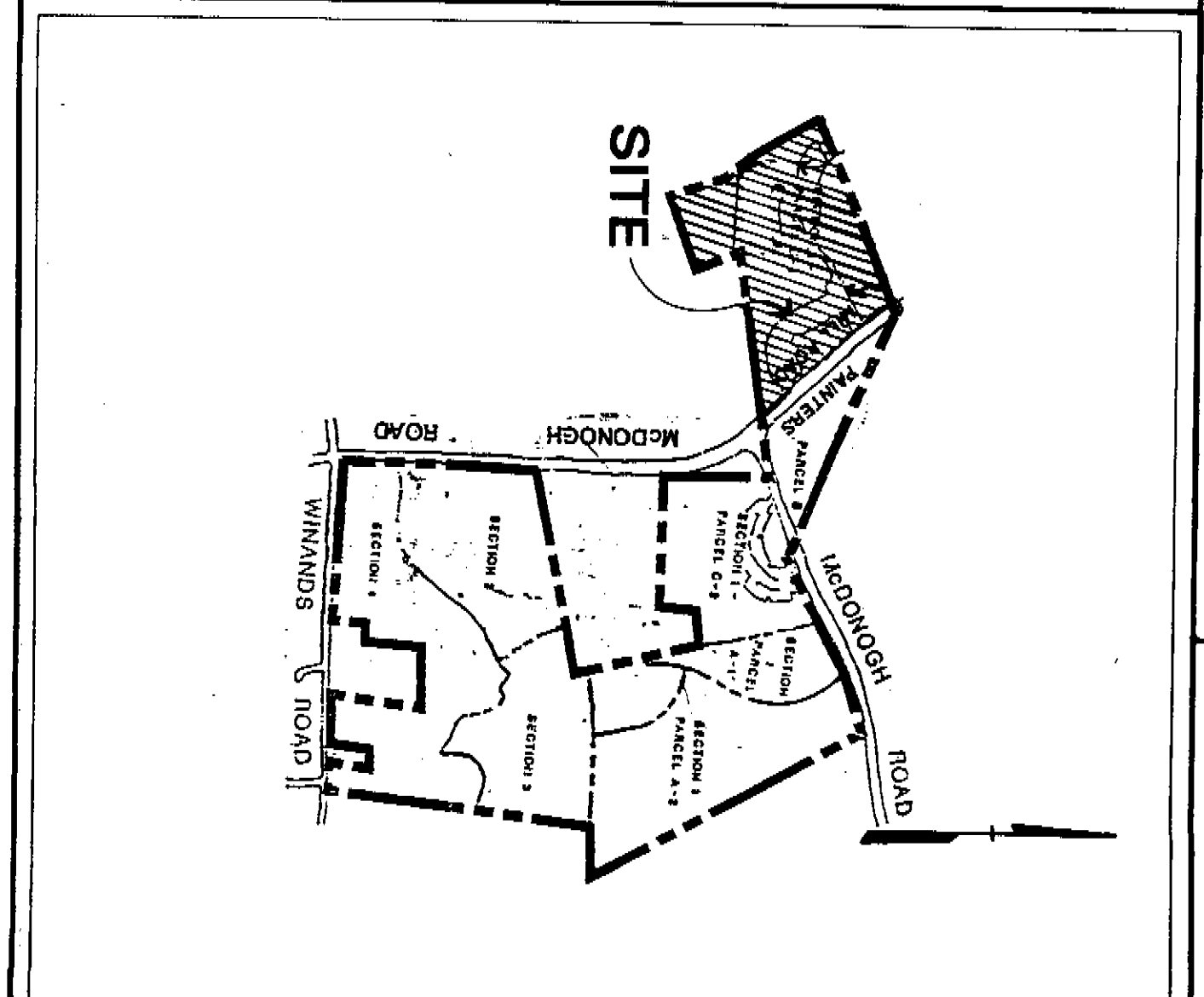
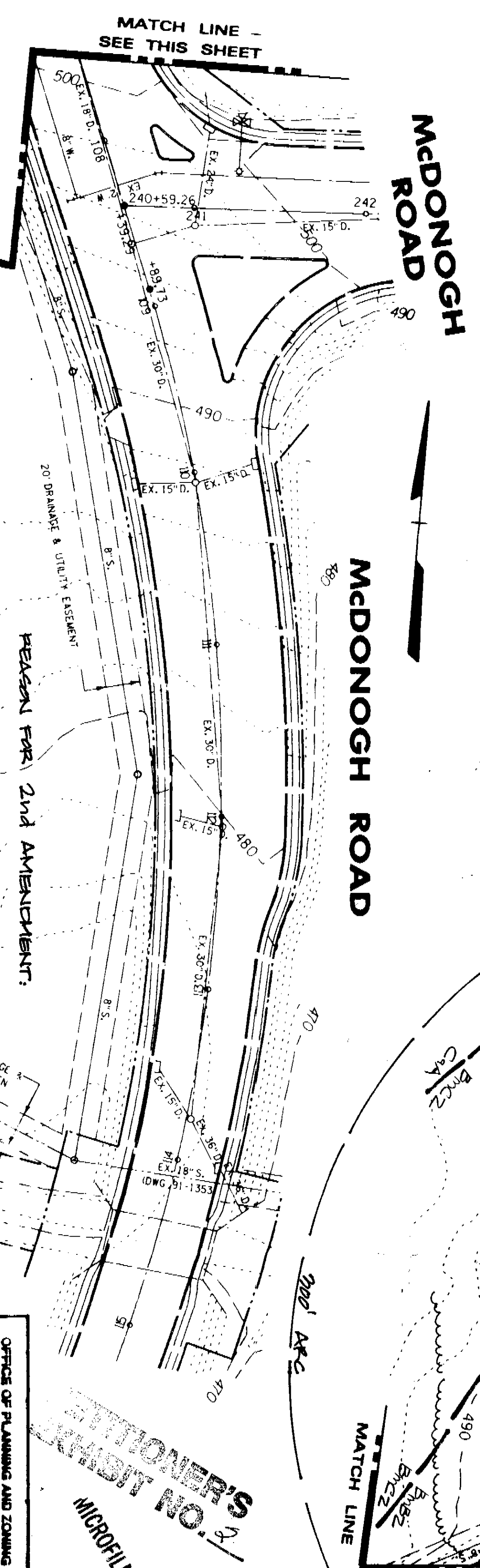
FOR VARIANCE & SPECIAL HEARING
TO AMEND THE F.D.P.
OWINGS CHOICE
SHEET 2 OF 2

DATE		REVISIONS	
		JOB NO.	<i>91-043</i>
		SHEET	<i>AS SHOWN IN</i>
		DATE	<i>6-23-78</i>
		DRAWN BY	<i>SGE</i>
		CHECKED BY	<i>SGE</i>
		DESIGN BY	<i>SGE</i>
		INCHES BY	<i>1/4"</i>
		SHEET	<i>OF 2</i>



- REASON FOR 1st AMENDMENT (10/1/93)**
1. Change name from Chase at Foxridge Sec. 1 to Owings Choice.
 2. Revise buildings and layout from garden condos to townhouse and co-ops units.
 3. Adjusted density notes accordingly.
 4. No lots sold within 300'.

OWNER/DEVELOPER
HORSEHEAD WOODS LIMITED PARTNERSHIP
MULLAN PROPERTIES, INC., GENERAL PARTNER
SUITE 210
JUPITER, FLORIDA 33450



OFFICE OF PLANNING AND ZONING
APPROVED BY: [Signature]
DATE: 11/24/93
11/24/93

DATE	BY	REVISIONS
11/24/93	JUSTIN BROWN	DESIGN/CONSTRUCTION ORDER
11/24/93	JUSTIN BROWN	DESIGN/CONSTRUCTION ORDER
11/24/93	JUSTIN BROWN	DESIGN/CONSTRUCTION ORDER
11/24/93	JUSTIN BROWN	DESIGN/CONSTRUCTION ORDER
11/24/93	JUSTIN BROWN	DESIGN/CONSTRUCTION ORDER
11/24/93	JUSTIN BROWN	DESIGN/CONSTRUCTION ORDER
11/24/93	JUSTIN BROWN	DESIGN/CONSTRUCTION ORDER
11/24/93	JUSTIN BROWN	DESIGN/CONSTRUCTION ORDER
11/24/93	JUSTIN BROWN	DESIGN/CONSTRUCTION ORDER
11/24/93	JUSTIN BROWN	DESIGN/CONSTRUCTION ORDER

DMW
Daft · McCune · Walker, Inc.
A firm of land planners.
200 East Pennsylvania Avenue
Baltimore, Maryland 21201
Tel: 410.528.3333
Fax: 410.528.4705
Environmental Professionals

**SECOND 44-AMENDED
PARTIAL DEVELOPMENT PLAN**
OWINGS CHOICE
#129

(Formerly The Chase at Foxridge, SECTION 1, PARCEL C-1)
BALTIMORE COUNTY, MD.

REVIEW
OCT 1, 1993
BY: [Signature]
FOR: [Signature]
CHECKED BY: JUSTIN BROWN
DATE CHECKED: 9/27/93
PROJECT NO.: 8808BL
DRAWING: 1 OF 2

MORRIS & RITCHIE ASSOCIATES, INC.
200 East Pennsylvania Avenue
Baltimore, Maryland 21201
Tel: 410.528.3333
Fax: 410.528.4705
Environmental Professionals

95-130-SPHA

155698-10



MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS, AND LANDSCAPE ARCHITECTS
110 West Road, Suite 105
Towson, Maryland 21204
(301) 821-1690
Fax: (301) 821-1748

200 SCALE ZONING MAP
SITE LOCATION ON

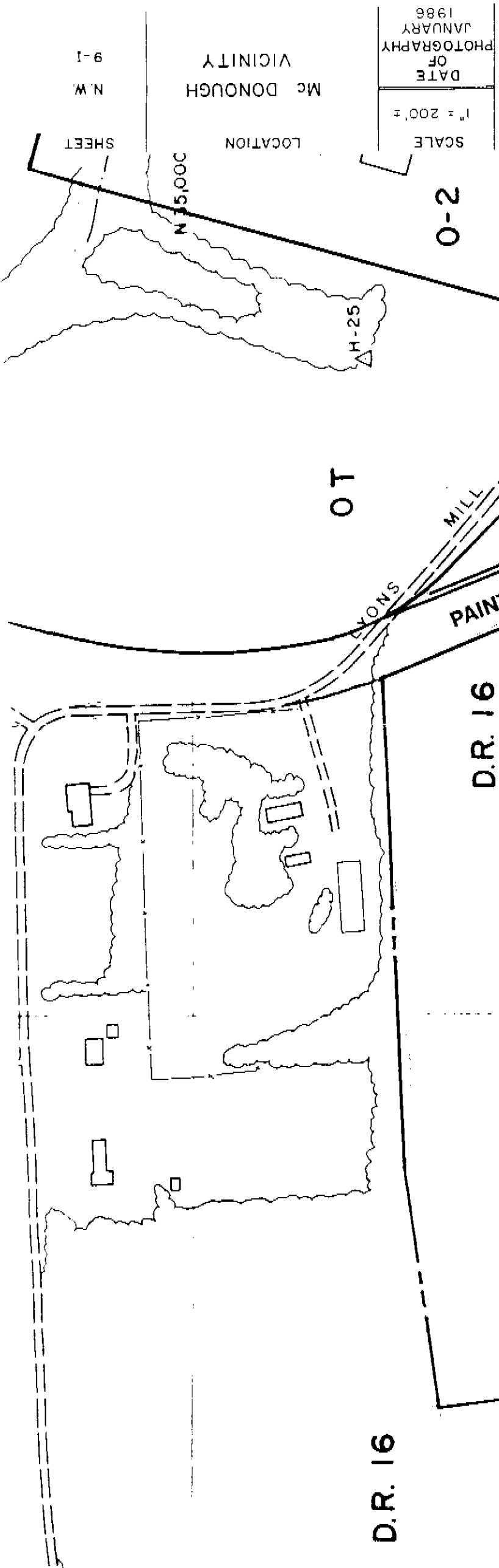
OWINGS CHOICE #129

DATE: 9.27.94
DRAWN BY:
DESIGN BY:
REVIEW BY:
JOB NO. 9495

SCALE: 1" = 200'

1992 COMPREHENSIVE ZONING MAP
Adopted by the Baltimore County Council
Oct. 15, 1992
TVM Nos. 183-92, 184-92, 185-92, 186-92, 187-92, 188-92, 189-92
William A. Howard IV
Chairman, County Council

SCALE 1" = 200'
DATE OF PHOTOGRAPHY JANUARY 1986



95-130-SPHH